SPSS

Annual Software Site License Agreement ("Agreement")

SPSS Inc.
233 South Wacker Drive
Chicago, IL 60606-6307 USA
312.651.3000

Sales Telephone 800.543.2185
Sales Fax 312.651.3668

SPSS Inc. (hereinafter SPSS) and the LICENSEE identified in the Order Document(s) agree as follows:

1. Grant

1.1 Subject to the provisions contained herein, SPSS grants to LICENSEE a non-exclusive license for the use of the copyrighted computer software product(s) specified in the Order Documents (hereinafter the SOFTWARE) by AUTHORIZED END-USER (as defined below) at the Site specified in the Order Documents. For purposes of this Agreement, "AUTHORIZED END-USER" shall mean any person who is affiliated with the LICENSEE as (i) a full-time or part-time employee, or a (ii) full-time or part-time faculty member. For purposes of this Agreement, a Site is defined as the specific geographic locality where in is situated a single organizational entity. A specific geographic locality may be a building, a building complex, an academic campus or a corporate office. SPSS reserves the right to determine whether a given locality and organizational entity shall be considered a site under SPSS policy. This section 1.1 shall not apply if this Agreement is for a single-user license of the SOFTWARE.

1.2 If this Agreement is for a single-user license of the SOFTWARE as indicated in the Order Documents, then SPSS grants LICENSEE a non-exclusive right for one (1) designated individual the right to use the SOFTWARE on a home, work or portable computer as long as this individual is the only person using the SOFTWARE.

1.3 If the LICENSEE is licensing a "Server" product of SPSS, as indicated in the Order Documents, then SPSS grants you the right to install this SOFTWARE on a single server, network or processor located at the Site set forth in the Order Documents for use by any AUTHORIZED END-USER. LICENSEE must contact SPSS before changing the computer network, server or processor or if LICENSEE is adding additional CPUs to the network, server or processor where the SOFTWARE is installed. SPSS shall provide LICENSEE with the additional licensing fees, if any, associated with such changes.

1.4 SPSS will ship one (1) master copy of the SOFTWARE specified in the Order Documents to DIS within ten (10) days of receipt of an executed Order Document.

1.5 SPSS grants LICENSEE a nontransferable, nonexclusive license to make the number copies of the SOFTWARE set forth in the Order Documents for use on computers owned and controlled by LICENSEE. In addition LICENSEE may make not more than two (2) copies of SOFTWARE for archival and backup purposes. All copies of SOFTWARE shall remain subject to all terms of this Agreement, and shall include the copyright notice and any other proprietary notice set forth in the master diskettes. This notice must appear externally on any distribution medium and internally in machine-readable form. LICENSEE further agrees to complete the customization process described in the documentation before making any copies of the SOFTWARE, and that all copies made will specify the site license name as shown in the Order Documents.

1.6 SPSS retains all title and ownership rights to the SOFTWARE, including all copies duplicated by LICENSEE under this Agreement.

2. Maintenance

2.1 For so long as SPSS generally maintains and supports the SOFTWARE for its customers, SPSS will provide LICENSEE with on-going maintenance of the SOFTWARE so long as LICENSEE pays SPSS the annual renewal fee. LICENSEE shall receive one (1) year of maintenance beginning the date LICENSEE receives the SOFTWARE.

2.2 Maintenance, as used in this Section 2, includes enhancements, upgrades and improvements to the SOFTWARE, when and if developed, and reasonable efforts to correct errors or deficiencies in the SOFTWARE. Maintenance further includes reasonable technical assistance via the telephone to LICENSEE's designated support representative. LICENSEE agrees that the determination of the extent of technical support required shall rest exclusively with SPSS and that SPSS is not required to correct every error or problem LICENSEE may have with the SOFTWARE.

2.3 Maintenance will be provided only for the latest release of LICENSEE's version of the SOFTWARE and telephone support availability shall be provided for previous versions for a minimum of one year after the SOFTWARE'S discontinuance. Maintenance may, but need not be provided if LICENSEE has modified the SOFTWARE or if LICENSEE is in default of this Agreement.

2.4 LICENSEE agrees that any technical support required shall be directed to SPSS through LICENSEE's designated support representative.

3. Payments

3.1 LICENSEE, through DIS, agrees to pay SPSS the LICENSEE FEE(s) specified in the Order Document(s) within thirty- four (34) days of the date set forth on the SPSS invoice.

3.2 LICENSEE agrees to pay SPSS the then current renewal fee as set forth in Schedule A to T01-TSD-309 at the time of renewal on or before the anniversary date of each one (1) year renewal term.

3.3 SPSS agrees to make reasonable efforts to send notice of the approaching payments due and the applicable fee to DIS approximately sixty (60) days in advance of renewal. If LICENSEE requires a purchase order before payment can be made, LICENSEE agrees to issue such purchase order no less than fifteen (15) days prior to the due date.

4. Restricted Use

4.1 LICENSEE shall use the SOFTWARE under this Agreement only on computers which are; 1) owned or leased by LICENSEE and 2) controlled by LICENSEE. The number of AUTHORIZED END-USERS of the SOFTWARE shall not exceed the number of copies of SOFTWARE specified in the Order Documents (which number may be modified in the future, by mutual agreement between the parties). If the SOFTWARE is installed on a server or network, each AUTHORIZED END-USER who can access the SOFTWARE is considered to be using a copy of the SOFTWARE. All computers must be situated in the single location specified in the Order Document, except that home use by full-time employees is permitted. This Section 4.1 shall not apply if this

Agreement is for a single-user license of the SOFTWARE or a license for an SPSS "Server" product.

4.2 LICENSEE agrees to use the SOFTWARE only as indicated hereunder and not for commercial timesharing, rental, or service bureau use.

4.3 LICENSEE agrees not to create, or attempt to create, or permit to help others to create, the source code from the SOFTWARE furnished pursuant to this Agreement. LICENSEE agrees that it will not reverse engineer or decompile the SOFTWARE.

4.4 LICENSEE shall maintain records of each copy it makes of the SOFTWARE, which shall include at a minimum the AUTHORIZED END-USER, telephone number, room location and mailing address to denote the precise location of each computer for which a copy is made. This section 4.4 shall not apply if this agreement is for a single-user license of the SOFTWARE.

4.5 The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software Federal Regulations. Contractor/manufacturer is SPSS Inc/233 S.Wacker Drive/ Chicago, IL 60606

5. Term and Termination

5.1 This Agreement shall become effective upon shipment of SOFTWARE to DIS, and shall run for a period of twelve (12) months, which shall be the Anniversary Date. The term of this Agreement shall automatically renew for one (1) year terms from the Anniversary Date unless LICENSEE or SPSS provides written notice of non-renewal of the entire Agreement at least forty-five (45) days prior to the Anniversary Date.

5.2 SPSS may terminate this Agreement upon written notice if LICENSEE violates any of the provisions of this Agreement and fails to correct the violation within thirty (30) days following a written notice specifying the breach.

5.3 Upon termination or non-renewal of this Agreement, there shall be no refund of any payments, and LICENSEE shall pay promptly any fees which may be due.

5.4 Upon termination or non-renewal of this Agreement, LICENSEE shall destroy all copies, including partial copies, of the SOFTWARE. LICENSEE shall promptly forward written notice to SPSS that all programs and materials containing the SOFTWARE have been destroyed or deleted from all computer libraries and storage and memory devices, and are no longer in use or usable by LICENSEE.

6. Warranties

6.1 SPSS warrants that it has the right to grant this license.

6.2 The media on which the SOFTWARE is furnished are warranted to be free of defects in workmanship and material under normal use for a period of sixty (60) days from the date of shipment by SPSS. The sole responsibility of SPSS and LICENSEE's exclusive remedy under this warranty will be to receive a replacement of the diskettes at SPSS's expense including shipping and handling costs, or a full refund if SPSS is unable to deliver diskettes free from defects in workmanship and materials. THIS SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE, EXCEPT FOR THE DISKETTE WARRANTY PROVIDED ABOVE AND THE WARRANTIES SET FORTH IN T01-TSD-309. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL SPSS BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF SPSS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SPSS' LIABILITY ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE PAYMENT SET FORTH IN THE ORDER DOCUMENT OR ONE HUNDRED THOUSAND DOLLARS ($100,000), WHICHEVER IS THE GREATER.

6.3 SPSS agrees to defend, or settle at its option, any action against LICENSEE arising from a claim that the SOFTWARE infringes any United States patent or property right provided that; i) SPSS is promptly notified of such action and is given control over the defense or settlement thereof; ii) the SOFTWARE has not been modified by LICENSEE; and iii) the charge of infringement has not arisen from the use of the SOFTWARE in combination with other hardware or SOFTWARE components where it is the combination which is charged to infringe. SPSS shall, at its option and expense, secure for LICENSEE the right to continue using the SOFTWARE, or replace or modify the SOFTWARE so that it becomes non-infringing, or grant LICENSEE a credit minus a reasonable depreciation for the use of the SOFTWARE, but in no event shall such credit be greater than the LICENSEE fee paid hereunder.

7. General Provisions

7.1 LICENSEE agrees that this Agreement and the SOFTWARE may not be assigned, sublicensed, or transferred without the written consent of SPSS, which consent shall not be unreasonably withheld.

7.2 During the term of this Agreement, LICENSEE grants SPSS the right to audit the books and records of LICENSEE, at SPSS' sole expense, regarding the use of the SOFTWARE and the copies made, including the right to reserve a list showing each copy's custodian and precise location upon ten (10) Business Days written notice; PROVIDED THAT such audit(s) shall be conducted during normal Business Hours and in such a manner as not to interfere unreasonably with the operations of LICENSEE. In conducting such an audit, LICENSEE agrees to allow SPSS to inspect LICENSEE's premises physically and to cooperate fully.

7.3 SPSS shall not be liable for delays or nonperformance of this Agreement occasioned by strikes, fires, accidents or other causes beyond the control of SPSS.

7.4 The headings for each section are stated for convenience only and are not to be construed as limiting.

7.5 If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.

7.6 This Agreement shall be interpreted under the laws of the State of Washington of the United States of America.